



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



September 15, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE MEMORANDUM OF AGREEMENT
WITH THE CITY OF LOS ANGELES FOR COURSE DEVELOPMENT AND
INSTRUCTION OF A MARITIME OFFICERS TRAINING COURSE
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking approval of a Memorandum of Agreement (Agreement) with the city of Los Angeles through the city of Los Angeles Harbor Department and the Los Angeles Port Police to provide course and curriculum development, implementation, and instruction of a specialized Maritime Officers Training Course.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and execute the attached Agreement with the city of Los Angeles authorizing the Sheriff to provide course and curriculum development, implementation, and instruction through the services of a lieutenant as the project manager, of a specialized Maritime Officers Training Course at a cost to the city of Los Angeles not to exceed \$500,000.
2. Delegate authority to the Sheriff to sign and execute all future amendments, modifications, extensions, and augmentations to said Agreement.

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Department to provide specialized training in the form of a Maritime Officers Training Course. Under the Agreement, the Department will develop, refine, and provide one of the foremost and advanced courses of its type, with the assistance of the Los Angeles Port Police. The city of Los Angeles obtained grant funds from the Governor's Office of Homeland Security California Port and Maritime Security Grant Program (CPMSGP). The grant funds are to be used to maximize the abilities of the maritime community to prepare, protect, prevent, quickly respond to and recover from, natural and intentional disasters.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the Los Angeles County's Strategic Plan, Goal 1, Operational Effectiveness, by providing quality public service in the harbors of Los Angeles County; and Goal 5, Public Safety, providing maritime safety and enforcement.

FISCAL IMPACT/FINANCING

The services provided by the lieutenant, and any Department instructors, will be fully offset by the funds made available from the city of Los Angeles under the Agreement. The services provided under this Agreement will cease upon expenditure of funds, unless additional funding can be obtained from the city of Los Angeles Harbor Department. In either case, this agreement expires three years from date of execution.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is required under the Agreement to provide course and curriculum development, implementation, and instruction of a specialized Maritime Officers Training Course, which shall be certified by the California Commission on Peace Officer Standards and Training (POST). The course shall be open to all sworn officers with maritime duties and responsibilities, on a space available basis, with priority given to Los Angeles Port Police personnel.

The term of the Agreement shall commence upon execution by all parties and shall continue no longer than three years from the date of execution. During the term of the Agreement, the Department will assign one lieutenant full-time to act as project manager. As such, the Department will provide the services of a lieutenant item, the cost of which will be offset by funds provided by the city of Los Angeles. In exchange

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for the services provided by the Department under the Agreement, the city of Los Angeles shall reimburse the County in an amount not to exceed \$500,000.

The attached Agreement was reviewed and approved as to form by County Counsel.

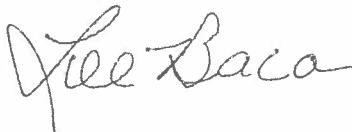
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement has a positive impact on current law enforcement services by addressing maritime officers operating procedures, boating and industry regulations, boating enforcement, tactical operations, and handling of critical waterway incidents. The city of Los Angeles Harbor Department will provide all adequate training facilities, classroom, working space, occupational equipment, training exercises areas, and other resources as needed. No Countywide services will be impacted.

CONCLUSION

Upon your Board approval, please instruct the Executive Office to return five copies of the adopted Board letter and five original executed copies of the Agreement to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

Memorandum of Agreement Number _____
Between
City of Los Angeles
and
County of Los Angeles
for Course Development and Instruction:
Maritime Officers Training Course

This Memorandum of Agreement, hereafter referred to as "MOA", is made this ____ day of _____, 200____, by and between the City of Los Angeles, acting through its Board of Harbor Commissioners, hereafter referred to as "CITY," and the County of Los Angeles, hereafter referred to as "COUNTY."

I. RECITALS

- A. The City of Los Angeles Harbor Department, hereafter referred to as "HARBOR," is the department charged to perform the requirements of this MOA on behalf of the City of Los Angeles.
- B. The Los Angeles Port Police, hereafter referred to as "PORT POLICE," is the law enforcement, maritime public safety agency within the City of Los Angeles Harbor Department for the Port of Los Angeles.
- C. The Los Angeles County Sheriff's Department, hereafter referred to as "LASD," is the lead law enforcement agency for the County of Los Angeles and its residents. LASD is the department charged to perform the requirements of this MOA on behalf of the COUNTY.
- D. PORT POLICE have specific waterway responsibilities both within the Port of Los Angeles, and external to the Port of Los Angeles shoreline. PORT POLICE need specialized training to deal with maritime responsibilities and matters. CITY now desires to enter into a MOA with COUNTY for the course and curriculum development, implementation, instruction, approval, and offering by LASD of a specialized three or four-module Maritime Officers Training Course.
- E. This MOA signifies a mutual interest in the development of a joint education project between HARBOR and LASD. This MOA is designed to establish an active and on-going relationship between HARBOR and LASD by which the experience, professional knowledge, training doctrine, and Mission Statement of both parties are shared to the maximum extent.

- F. The goal of HARBOR and LASD is to create a mutually beneficial Maritime Officers Training Course and program which would allow the members of PORT POLICE to increase their routine, specialized, and tactical boating knowledge, improve their skill levels, and develop new skills as they relate to Maritime law enforcement. This course will also allow both HARBOR and LASD personnel to eventually share their educational expertise with other law enforcement agencies and officers.
- G. It is anticipated that the Long Beach Police Department and the Long Beach Harbor Department will similarly benefit from availability of this specialized course. Likewise, other agencies, which have maritime responsibilities, that on occasion provide public safety services to the HARBOR, may potentially participate in Course attendance.

II. SCOPE OF SERVICES and RESPONSIBILITIES

- A. HARBOR has a need for a specialized Maritime Officers Training Course, ranging from 160 – 280 hours of field and classroom instruction, to be taught to all of its PORT POLICE personnel ("Course").
- B. Among other subjects and areas of concentration, this proposed Course will address Maritime Officers operating procedures, boating and industry regulations, boating enforcement, tactical operations, and handling of critical waterway incidents. The Course shall be at a level of sophistication sufficient for postsecondary credit and congruent with a southern California college course offering.
- C. LASD will develop, refine, and provide one of the foremost and advanced Courses of its type in the United States, open to all sworn police officers with maritime duties and responsibilities (on a space available basis with priority given to PORT POLICE officers). PORT POLICE will assist LASD in these tasks, but LASD has ultimate responsibility for completing the above.
- D. LASD will design the complete curriculum, lesson plan(s), instructional strategies, and evaluation procedure for a three or four-module Course: Maritime Officers Training Program to encompass at least 160 but no more than 280 hours of field and classroom instruction. The Course content will supplement the existing skills and knowledge of officer attendees and assist them in responding to their needs in new areas of technology. The various Course modules will be taught according to a published schedule and at the enrollment capacity agreed upon by both HARBOR and LASD. PORT POLICE will assist LASD in these tasks, but LASD has ultimate responsibility for completing the above.
- E. The parties involved, HARBOR and LASD, shall maintain open communication, cooperation, and support in the furtherance of their mutual

goals and objectives. HARBOR and LASD will approve all Course plans jointly and will develop minimum level Course entry requirements. HARBOR and LASD will work together to address issues of concern that may arise from the implementation of this MOA.

- F. Upon mutual approval of program design and a detailed schedule of classes and Course offerings by HARBOR and LASD, LASD will identify, recruit, hire, train, and monitor Course instructors, who will utilize various instructional strategies to facilitate student learning. LASD may utilize their own personnel as instructors, or may identify and train instructors from other departments or agencies. When requested by LASD, HARBOR and PORT POLICE will provide specialized instructors to assist LASD if available. In the planning stages, LASD will also arrange for appropriate development of all classroom and field instructors. This development may include instructor certification through the California Commission on Peace Officer Standards and Training (POST).
- G. LASD and HARBOR will also identify and arrange for any needed Course "role players."
- H. LASD will arrange and provide materials to assist all LASD instructors. HARBOR will arrange and provide materials to assist all PORT POLICE instructors.
- I. HARBOR will provide adequate classroom, working space, occupational equipment, training exercises areas, and other resources as needed by officer Course attendees. HARBOR will provide all necessary training facilities. Both LASD and HARBOR will provide maritime vessels as needed for specialized portions of the Course curriculum. HARBOR and LASD will both ensure that training facilities, vehicles, vessels, and equipment meet the health and safety standards established by California State and Federal law.
- J. During Course development and implementation, LASD will assign one (1) officer full-time to this Course who will be located at HARBOR facilities.
- K. LASD will select, designate, and provide a Course Program Director/Coordinator. Course Program Director/Coordinator may be the full-time officer referred to in Section J above. LASD will collect, review, and provide on-going evaluations to determine the effectiveness of the program and Course modules. Student feedback on instruction is one aspect of the evaluation process. The Course Program Director/Coordinator will complete an overall evaluation report based on personal observations of each instructor and review of Course attendee evaluations (anonymous student feedback). A copy of each Course attendee evaluation and all Course

Program Director/Coordinator evaluation reports will be provided to HARBOR and PORT POLICE Course representatives.

- L. LASD will secure POST certification for the entire Course, and obtain a POST course Control Number for dissemination to all Course attendees.
- M. LASD will design and provide a Course POST certified completion certificate to each student who successfully completes at least ninety percent (90%) of the instruction time for each Course module. If less than ninety percent (90%) attendance is achieved by any Course attendee, that student officer(s) may "make up" Module attendance at a later date, but no more than twelve (12) months from the last date of Course attendance.
- N. During the Course training, which is expected to include a Homeland Security segment of instruction, officer attendees will receive specialized training and planning for chemical, biological, radiological, nuclear, and explosive terrorism events.
- O. LASD will prepare, distribute, and collect a signed Release & Waiver (to be approved by City Attorney prior to use) from each non-PORT POLICE Course attendee, which indemnifies, defends and holds both the HARBOR, its employees, agents, trustees, and representatives, and the COUNTY, and its Special Districts, elected and appointed officers, employees, and agents harmless from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys fees where liability is found to exist by reason of the acts or omissions of HARBOR or COUNTY's employees, agents or representatives.
- P. Both HARBOR and LASD are authorized to appropriately use each other's names and logos in Course materials and documents related to this Maritime Officers Training Course program.
- Q. If and when outside agencies, other than PORT POLICE or LASD, are offered course attendance, an Amendment will be prepared for this MOA pursuant to Section VIII(E) of this MOA, and said Amendment will outline eligibility, attendance conditions, and costs (if any) of those outside agency potential student attendees.

III. COMPENSATION

Conditioned upon HARBOR'S receipt of State Grant 1B funds designated for this project, and in return for the services and materials outlined herein, HARBOR agrees to pay LASD the total sum of Five Hundred Thousand Dollars (\$500,000.00) in accordance with the following schedule of deliverables:

- (1) \$100,000 upon delivery to the HARBOR of draft curriculum of Module 1 and draft syllabi of Modules 2 and 3 (delivery is expected to be within ten (10) days of execution of this MOA);
- (2) \$375,000 upon acceptance by HARBOR of completed POST-certified Course curriculum and materials (regardless of whether the Course is in a three or four-module format);
- (3) \$25,000 upon the satisfactory completion of all required Course Modules (regardless of whether the Course is in a three or four-module format) by the first class of PORT POLICE officers to complete the Course.

IV. TERM

- A. The term of this MOA shall commence upon execution by all parties hereto and shall terminate three (3) years from the date of execution, unless sooner terminated in whole or in part as provided herein.
- B. Either party may terminate this MOA, in whole or in part, for any reason whatsoever by providing thirty (30) days advance written notice of termination to the other party. Upon termination, the parties will determine the actual costs LASD incurred prior to termination and adjust payments accordingly not to exceed \$500,000. Upon termination for any reason, copies of all Course materials, including drafts created prior to termination, shall be shared among parties. Section VII of this MOA, "Intellectual Property Rights" shall survive the termination of this MOA for any reason.

V. PROTECTION OF CONFIDENTIAL INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this MOA to the fullest extent of the law, including without limitation, student officer application and background information.

VI. MUTUAL INDEMNIFICATION

- A. CITY shall indemnify, defend, and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected the the CITY's acts and/or omissions arising from and/or relating to this MOA.
- B. COUNTY shall indemnify, defend, and hold harmless the CITY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with the COUNTY's acts and/or omissions arising from and/or relating to this MOA.

VII. INTELLECTUAL PROPERTY RIGHTS

Each party hereby grants to the other party a nonexclusive, fully transferable, perpetual, paid up, royalty-free, irrevocable, worldwide license, with rights to sublicense through multiple tiers of sub-licensees, to reproduce, make derivative works of, publicly perform, and publicly display in any form or medium, whether now known or later developed, digitally perform, distribute, make, have made, use, copy, distribute, lease, offer for sale, import and sell all Course material, curricula and concepts, including drafts thereof for any purpose. Each party has the right to independently use Course, materials, curricula and concepts to put on the Course for others, develop, or change the course and materials, or license the Course to others even if in competition with other party.

VIII. MISCELLANEOUS

- A. Misspelled words in this MOA shall be read so as to have the meaning apparently intended by the parties.
- B. This MOA shall be governed by, and construed in accordance with, the laws of the State of California. CITY and COUNTY agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
- C. This MOA is between the CITY and COUNTY and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between the CITY and the COUNTY. The employees and agents of one party shall not be construed to be employees and agents of the other party.
- D. This MOA constitutes the entire agreement between CITY and COUNTY, and all negotiations and understandings between the parties are merged herein.
- E. This MOA can be modified, supplemented and/or amended only by a dated written Amendment to this MOA executed by authorized representatives of both CITY and COUNTY.
- F. Neither party shall assign or transfer any right or interest in the MOA, in whole or in part, without prior written approval of the other party.

- G. Should any part of this MOA be found to be invalid, the remainder of this MOA is to continue in full force and effect.
- H. No waiver by a party of any breach of any provision of this MOA shall constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this MOA shall not be construed as a waiver thereof. The rights and remedies set forth in this MOA shall not be exclusive and are in addition to any other rights and remedies provided by law.
- I. CITY represents and warrants that the person executing this MOA for CITY is an authorized agent who has actual authority to bind the CITY to each and every term, condition, and obligation of this MOA and that all requirements of the CITY have been fulfilled to provide such actual authority.
- J. COUNTY represents and warrants that the person executing this MOA for COUNTY is an authorized agent who has actual authority to bind the COUNTY to each and every term, condition, and obligation of this MOA and that all requirements of the COUNTY have been fulfilled to provide such actual authority.

IX. NOTICES

All notices or demands required or permitted to be given or made under this MOA shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party. Official notices under this MOA must be sent to:

Los Angeles County Sheriff's Department
Attention: Leroy D. Baca, Sheriff
4700 Ramona Boulevard
Monterey Park, CA 91754

Los Angeles County Sheriff's Department
Attention: Lt. Shaun J. Mathers
Risk Management Division
4900 South Eastern Avenue, Suite 102
Commerce, CA 90040

Los Angeles County Sheriff's Department
Lt. Russ Hill, Contract Law Enforcement Bureau
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754

Los Angeles County Sheriff's Department
Attention: Lt. Terry Benjestorf
Lakewood Sheriff's Station
5130 Clark Avenue
Lakewood, CA 90712

Los Angeles Harbor Department
Attention: Geraldine Knatz, Ph.D.
Executive Director
425 South Palos Verdes Street
San Pedro, CA 90731

Los Angeles Port Police
Attention: Ronald J. Boyd
Chief of Police
425 South Palos Verdes Street
San Pedro, CA 90731


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Memorandum of Agreement Number _____
Between
City of Los Angeles
and
County of Los Angeles
for Course Development and Instruction:
Maritime Officers Training Course

IN WITNESS WHEREOF, the City of Los Angeles and the County of Los Angeles have caused this Memorandum of Agreement to be executed by their duly authorized representatives.

CITY OF LOS ANGELES acting through
its Board of Harbor Commissioners:

By


Geraldine Knatz, Ph.D.
Executive Director

COUNTY OF LOS ANGELES

By

Don Knabe
Chair, Board of Supervisors

Attest: _____

Secretary

Attest:

Sachi A. Hamai
Executive Officer
Los Angeles County
Board of Supervisors

By

Deputy

APPROVED AS TO FORM

July 8, 2007
Carmen Trutanich, City Attorney

By


~~Deputy Assistant~~ KANN

APPROVED AS TO FORM:

Robert E. Kalunian.
County Counsel

By


Deputy County Counsel

Account #	54290	W.O. #	
Ctr/Div #	0412	Job Fac. #	
Proj/Prog #	641		

Budget FY:	Amount:
09/10	\$500,000.00
TOTAL	\$500,000.00

For Acct/Budget Div. Use Only:

Verified by: T. Green

Verified Funds Available: [Signature]

Date Approved: 7/8/09